# THE COURTS.

Bankruptcy-Policies of Life Insurance as Collateral Security for Debt-Important Question.

A NEW ADVERTISING DODGE.

The Daily Register on the Grab --- Getting Extra Pay for Corporation Advertising.

A report prevailed in the United States District Court yesterday that another petition in bankhad been flied against Jay Cooke & Co., but It any such petition had been lodged the papers relating to it were most carefully kept from the representatives of the public press attending the

The books and papers of Castade & Crooks, No. 26 Beaver street, have been seized by the government on the allegation that the firm have been importing goods at an undervaluation.

An extradition case came up for hearing yestermay in the United States District Court before Albert Smith, a young man, who is charged with having, in the month of September last, in the county of Middlesex, England, uttered two forged Peccipts-one for £52 15s, and the other for £1 18s. with intent to defraud Thomas Bass & Co., the emlnent brewers, in whose employment the prisoner had been. After the commission of the alleged bifence Smith fled to this country, and was in employment in this city for some time before his arrest, which was effected on a warrant based on a complaint made, on information and belief, by Mr. Edward Mortimer Archibald, the British Consul. When the matter was called up yesterday, F. F. Marbury, counsel for the English government, appeared for the prosecution; and, after submitting the mandate of the President authorizing the proceedings, there was an adjournment of the case

#### BANKRUPTCY.

### Policies of Life Insurance as Collateral Security for Debt-Important Ques-

festerday, in the United States District Court I dee Ristchford rendered his decision in the matter of Frank F. Newland, a bankrupt. Subjoined we give the material portions of it :-

On the 16th of April, 1872, the bankrupt filed his voluntary petition in bankruptcy, and was on the 23d of April, 1872, adjudged a bankrupt thereon. Among the debts proved against his estate was one by Mrs. Lucy Van Antwerp, his mother-in-law, on two promissory notes made by him, without in ferest, for money loaned to him by her at the dates of the notes, neither of which notes was due. The proof was for \$3,450, the cankrupt having paid \$550 upon the debt before his bankruptcy. On the 16th of April, 1870, the bankrupt took out a policy of insurance on his life for \$4,000, payable to Mrs. Van Antwerp as collateral security for such debt. He paid the premiums on such policy quarter-yearly to the time of thing his petition. Afterwards, and to and including the premium for the quarter year during which the surrendered value of the policy was fixed, as between Mrs. Van Antwerp and the assignee in bankruptcy, the premiums on the policy were paid with moneys furnished for the purpose by Mrs. Van Antwerp, Prior to the making of any dividend of the assets of the estate the assignee and Mrs. Van Antwerp, by agreement, submitted to this Court for decision the following questions:—

1. Whether the assignee can require Mrs. Van Antwerp either to surrender the policy to him and sake a dividend on all her claim, or to retain the policy and withdraw her proof of debt.

2. If such election on her part cannot be required, what shall be taken as the value of the collateral security, to be deducted from the debt, so as to arrive at the amount on which Mrs. Van Antwerp is to receive a dividend from the estate? The Court answered the first question in the negative, and decided that the value of the policy on a surrender of it to the life insurance company. The \$13 13 was credited on the debt, Aver making such credit the debt, less a rebate of interest, stood for a dividend at \$3,208 20. On this sum a dividend of 20 per cent was declared, and she amount of such dividend, \$641 64, was paid to Mrs. Van Antwerp, March 18, 1873. Mrs. Van Antwerp retained the policy, and kept it alive by paying the premiums which alterwards became due on it. After the dividend, the following questions have been certified or decision:—

1. After crediting the \$13 13 upon Mrs. Van Antwerp's debt had the assignee any further estate, right or in terest, for money loaned to him by her at the dates of the notes, neither of which notes was due. The

of the following items "—Rebate of interest, or proportion thereof, since her notes became due; premams furnished by her before the valuation and credit of the \$13 13; premiums paid by her after that.

3. Can she, in either case, retain the past and participate in future dividends or can the assignee

3. Can sue, in citier case, retain the past single participate in future dividends, or can the assignee require her to withdraw from participation in further dividends.

4. If she is entitled to the whole of the \$4,000 in the first instance can sale be required to return, or in any way give the assignee the benefit of, what has been already credited upon the original debt, the \$550 and the \$641 64 received by her as dividend?

idend?

Among other points contended for on the part of the creditor was one to the effect that the question of the value of the policy, as against the assignee, is res adjudicate, and cannot be opened.

For the assignee it was urged that the equity of the case is with him, and that if the creditor shall receive the \$4,000 and shall retain the \$550 and \$250 and \$250 and \$250 and \$350 and

the estate, she will be more than paid her debt in full, while the other creditors will not stand in the same position.

Judge Blatchford, in his decision, says:—I am of opinion that the position taken by the creditor is not sound. \* \* \* The policy now is substantially a new security. It stands as if his. Van Antwerp had never had anything under a policy until she heran paying the premium herself after the \$13 13 was redited. \* \* \* Mrs. Van Antwerp has substantially taken out a new policy since the bankruptcy, and before a second dividend is made, and ought to credit on the debt what she realizes on the policy, besides crediting will other payments on the debt, and when her debt is thus paid she ceases to be a creditor. As the credit of the \$13 13 was based on the surrender of the policy, that sum ought not to be credited, the policy not having been surrendered. The debt should be charged at its proper original amount, with proper interest. Then there should be credited upon it the \$550, with proper interest, and the \$641 64, with proper interest. The amount of the policy, so far as necessary, should be applied to extinguish the balance due on the debt, Mrs. Van Antwerp having credit for, and being refunded with interest, the amounts pidd by her for premiums after the petition was filed, either through the bankrupt or directly. Out of the balance, if any, then left of the policy money, the assignee must be refunded the \$550, with interest, and the \$641 64, with interest. It is referred to the Register to state an account on this basis and report it to the Court." Charles M. Earle, for the essignee. John L. Hill, for the creditor.

### PUSINESS IN THE OTHER COURTS.

UNITED STATES CIRCUIT COURT.

A New Rule. The following new rule was promulgated yester-

Hereafter in all cases brought to this Court from the District Court by writ of error or appeal or petition of review the Clerk of the District Court shall annex to and transmit with the record of procontainment to and transmit with the record of proceedings of that Court, a copy of any opinion or opinions filed in that Court upon the decision of any matter contained in such record or proceedings, and if no such opinion has been filed such Clerk shall so testify, and the said opinions or such certificate shall be considered as filed in the case in this Court, and a copy thereof shall be transmitted with the record to the Supreme Court in the cases provided for by the amendment to the eighth rule of that Court, promulgated April 28, 1873, L. B. WOODRUFF, Oricuit Judge.

### SUPREME COURT-CHAMBERS.

By Judge Barrett.

Merino vs Field.—Order granted.
The People, &c., Rosenthal vs. Schmidt et al.—
Order granted.
Thomas A. McConnell vs. Josephine A. McConnell.—Report confirmed and judgment of divorce granted.
Appleton vs. Bowles.—Report confirmed and order granted.
In the Matter of the Application of the Appointment of a Special Guardian and for Sale of Interest of James A. Wright and others.—Report confirmed and order yeacated.
By Judge Fancher.
The People, &c., Tracy vs. Green.—Motion for mandamus denied.
The People ex rel. Palmer vs. Green.—The re-

The People ex rel. Palmer vs. Green.—The re-

lator has a remedy, for which reason mandamus is

SUPERIOR COURT-TRIA TERM-PART I. Getting Extra Pay for Corporation Advertising. Before Justice Curtis.

A suit was brought in this Court by John B. Fas. sitt against the city to recover \$6,672 for publica-tion in the Daily Register of a notice for redemption of lots sold for non-payment of taxes and assess ments, the notice, as claimed, having been published twice a week for six weeks. The deience, lished twice a week for six weeks. The deience, which was conducted by Assistant Counsels to the Corporation D. J. Dean and H. J. Foster, was that the paper contracted to publish for one year all corporation advertisements for \$9.546, and it was insisted that the publication of this notice came within the specifications of the contract. In opposition it was claimed by Assistant United States District Attoiney Tremain that notice was sent to the Comptroller that the charge for this would be 20 cents a line, and that word came back to "go ahead." The testimony had reference to the contract, and Judge Curtis left it to the jury to decide upon the simple question of fact, whether the novertisement in question came under the general or a special contract. The jury brought in a verdict for the full amount claimed.

SUPERIOR COURT-SPECIAL TERM. Decisions.

By Judge Sedgwick.

Dodge vs. Anderson.—Order granted denying statistics motion for leave to discontinue, without

costs, &c.
Norton vs. Ward.—Motion denied on payment of \$10 costs. Cause to go on December calendar, &c.
Ninth National Bank vs. Dodge and others.—
Order amending summons and complaint.
First National Bank of Richmond, Ind., vs. Jay
Cooke and Others.—Motion to set aside summons
and complaint denied, plaintiff forthwith to file a
bond, &c. Order entered.
McLaughlin vs. Work and Others; May vs.
Franke and others.—Orders granted.

By Judge Van Vorst.
Giles vs. Austin.—Stenographer's minutes and
exubits on both sides should be sent to the Judge
before whom the trial was had.

COURT OF COMMON PLEAS-SPECIAL TERM. The Comptroller and the Assessment

> Books. Before Judge Larremore.

Application was made in this Court yesterday by Mr. Isaacs, a lawyer, for a mandamus directing the Comptroller to allow him to examine the assess ment books. He charges that Mr. Green, for the reason that he does not want assessment lawyers to get assessments vacated, has shut down on the freedom of access heretoiore allowed to these books. He says aurther, that to perfect titles to real estate it is necessary frequently to examine these books, and he also alleges that when he went to see the Comptroller he was treated with great discourtesy. Judge Larremore took the papers. Decisions.

By Judge Larremore.

Dongherty vs. Dougherty.—Reference ordered.
Erennan vs. Cassidy.—Application granted.
Shorter vs. Sanger.—Prisoner discharged.
Hogg vs. Rador.—Same decision.
Siegel vs. Nichois.—Default opened on payment
of costs of motion and of term.
Booth vs. Stokes.—Application granted.
Goniot vs. Trimble.—Motion granted. (See memorandum.)

COURT OF GENERAL SESSIONS. Another Receiver of Stolen Goods Sent to the State Prison,

Before Judge Sutuerland. The first case tried yesterday was an indictment against William N. Lounsbery, charging him with receiving about \$300 worth of lace collars knowing them to have been stolen from the store of Morrison, Herriman & Co., Broadway, Captain Williams saw Louisbery passing through Houston street in the company of a thief, and, supposing street in the company of a thief, and, supposing that something was wrong, arrested him, and upon examining the package found the laces mentioned in the indictment. He traced the goods, and an examination proved that two clerks of the firm had stolen \$6,000 or \$7,000 worth of valuable laces. The jury rendered a verdict of guilty without leaving their seats. Assistant District Actorney Russell informed the Court that Lounsbery had served a term in the State Prison of Pennsylvania, and hoped a severe sentence would be passed. His Honor sent the prisoner to the State Prison for four years and six months.

George Chiivers, jointly indicted with Lounsbery, pleaded guilty to grand larceny and was remanded for sentence.

Copperman, the Pawnbroker, Sent to Sing Sing.

Hyman Copperman, the pawnbroker, who was convicted early in the week of receiving stolen goods, was placed at the bar for sentence.

Mr. A. Oakey Hall, counsel for defendant, moved for a stay of proceedings in order that His Honor might have time to examine the bill of exceptions, might have time to examine the bill of exceptions, especially with reference to the admissability of a portion of the evidence of the thief who stole the goods, which, Mr. Hall claimed, was extraneous. He (Mr. Hall) argued that it was error on the part of the Judge to permit the prosecution to apply guilty knowledge as to prior transactions to the specific charge in the indictment.

Assistant District Attorney Rollins quoted numerous authorities in opposition to the ground taken by the learned counsel for the prisoner.

Judge Sutherland declined to further postpone the sentence, as the legal rights of the accused would be protected by a writ of error. In view of

the recommendation of mercy by the jury. His Honor sent Copperman to the State Prison for two years and six months. Robbery of a Captain at Peck Slip.

John Reilly was tried and found guilty of an assault with intent to rob Gilson Bedell, the captain of a schooner. The complainant testified that while he was standing in South street, near Peck slip, waiting for a car, about ten o'clock on the evening of the 8th inst., the prisoner and another man came up and assaulted him. They knocked out two or three of his teeth and tried to steal his gold watch; but he succeeded in preventing them and followed Reiliy a few feet, when an officer appeared on the scene and arrested the prisoner. Sentenced to the State Prison for seven years.

Grand Larceny. Mary A. Dunn was placed on trial, charged with stealing a pocketbook containing 225 in money and \$600 in promissory notes, on the night of the 22d of October, from John F. Dollner, while walking through the Bowery. She was convicted and sent to the State Prison for three years. Acquittals.

Thomas Mahon and Thomas Curtis were charged with stealing a drawer, containing \$26, from James Smith's liquor store, in Hariem, on the 21st of October. They were discharged. John Sullivan, a jeweiry pedier, was charged with stealing \$450 from the drawer of Adam Brewner's bakery, 402 East Twenty-third street, in Septem-ber. The proof against him was slightly circum-stantial and the jury promptly acquitted him.

MARINE COURT.—Non-enumerated Motions and Appeair from Orders—Held before Judges Gross and Joachimsen.—Holske vs. Ludwig; Oakes vs. Clayton; Munroe and Another vs. Brown; Goodkind vs. Benning; Allien vs. Winship; Fleischauer vs. Wortge; Polhemus vs. Bogert; Sprague vs. Western Union Telegraph Company; Speiman et al. vs. Resancon; Main vs. Haas; McDongan vs. Klein.

COURT OF APPEALS CAL' NOAR

ALBANY, Nov. 21, 1873.

Cour: of Appenis day calendar for November 24:—Nos. 288, 88, 30, 112, 116, 119, 120, 121.

BROOKLYN COURTS.

SUPREME COURT-SPECIAL TERM. The Union Trust Company. Before Judge Gilbert.
Judge Gilbert yesterday rendered a decision de-

nying the motion for a receiver of the Union Trust Company, of New York, in the place of E. B. Wesley. Mr. Wesley was appointed in a suit brought in New York against the company by a Mr. Kelly, an employe, who sought to recover \$3,000. The charge was that Wesley, the receiver, was one of the trustees of the company, and that, as receiver, he has conducted his affairs solely with reierence to the benefit of the trustees and stockholders. In other words, he was charged with collusion. This was emphatically denied by the receiver and the company.

Yesterday's Decisions. By Judge Tappen. Handley vs. Higgins.—C. Higgins appointed guar-

dian ad litem.
Callagher vs. Shelan.—Lis pendens cancelled.
Tribune Association vs. A. J. Bleecker.—Striking out party defendant.
Nush vs. Smith.—Consent to discontinuance.
Foster vs. Faden.—Reference to M. Butzel to take

Proof. Foster vs. Christel.—Reference to J. C. Cloyd to hear. Marks vs. Marks.—Order striking out party defendant; referee to sell.
German Savings Bank vs. Raylor.—Report of J.
R. Merchant confirmed.
Simonson vs. Manning.—Order of reference and

Simonson vs. Manning.—Order of reference and sale.
Hall vs. Robbins.—Order of reference and sale.
Frost vs. Landsdell.—Report of referee confirmed.
In Matter of Appointment of L. Honderman.—
Reference to A. Barret to take proof.
In Matter of Appointment of I. Andrews.—Report of referee confirmed and conveyance ordered.
Lyons vs. Thompson.—Order entered.

Maas vs. Rosengarten.—Consent to order subtituting attorney, opening judgment, &c., and
illowing plaintiff to amend summons, &c.
Weeden vs. Oberice.—Referred to F. E. Dans to

CITY COURT-SPECIAL TERM. A Civil Engineer's Suit.

Before Judge Neilson. Wilson Crosby, a civil engineer, has brought suit for \$1,582 against Francis Morris, formerly a stockholder in the New York, Utica and Ogdensburg Railroad Company. The plaintiff was employed to oo and did do work on the road from November, 1871, to February, 1872, and the claim he now makes includes the claims of several other parties which have been assigned to him. In the action brought against the company in the New York Supreme Court in July, 1872, a verdict was rendered against the company for \$1.563; out the execution was returned by the Sheriff unsatisfied. Crosby now falls back on Morris, and seeks to make him lable under the law of 1850.

It is claimed by the defendant that he had ceased to be a stockholder prior to the date of this claim, having disposed of his interest in the company to one W. H. Depuy.
Case on. go and did do work on the road from November

KINES COUNTY SUBROGATE'S COURT. The Griffith Will Case.

Before Surrogate William D. Veeder, William H. Griffith, well known as a manuf. turer of billiard tables, left, it is said, about \$75,000. His will, which was admitted to probate in June last, devises all his property (except \$1,00 to Mrs. Catherine Ross) to his wife, and appoints her executrix and guardian of their only child, William Ross Griffith, fourteen years of age. The deceased left no ascendant and no other descendant. Aaron B. Griffith, one of the brothers of the deceased, in October filed allegations against the validity and probate of the will. The case came up yesterday before the Surrogate, when a motion was made on behalf of the executrix, legatees and next of kin to dismiss the allegations, on the ground that no brother or deceased had the right to interfere, not being next of kin, legatee or entitled in any contingency, under the statute, to a distributive share of the estate. The Surrogate reserved his decision. For executrix and guardian, John B. Perry, of Banks & Perry; for Aaron B. Griffith, Roscoe H. Channing. her executrix and guardian of their only child,

#### UNITED STATES SUPREME COURT.

No. 104. Brent, Surviving Executor, &c., vs. Maryland, for Use of Worfield-Error to the Supreme Court of the District of Columbia.—This was an action on a trustee's bond against the surviving executor of one of the sureties; and the main question is whether, in the case of an order of distribution and payment made to the trustee, it is necessary to the maintaining of a suit upon his necessary to the maintaining of a suit upon his bond that it should appear that service of the order was made on him and demand made of payment of the sum specified therein. The Court below held that the trustee was bound to know the fact of the order, and that service was not therefore necessary, and the judgment was for the plaintim. The same question is presented here, the appellant contending that, without the averment of such notice, the suit cannot be maintained. T. T. Crittenden for plaintiff in error; S. S. Henkle for defendant.

No. 107. Dubois et al. vs. Walker-Appeal from the Circuit Court for the Southern District of New York .- The question in this case is whether, in a suit brought by parties in New York for themselves and other creditors against parties in another State in the federal courts, a citizen of the same State of the defendants may be held as a creditor and participate in the benefits of the decree. In this case the Court decided the question in the adirmative and allowed the resident creditor to stand on the same looting as those residing out of the State, and who brought the suit, holding that the proceeding was supplementary and dependent, and not original. It is here maintained that the petition of Walker, the resident creditor, was an original proceeding, and, as such, could not be brought in the federal Court, because he and the detendants in the suit were citizens of the same State. P. Phillips for appellant; R. T. Merrick for appelled.

No. 112. Gienne et al. vs. Johnson et al.—Appeal from the Circuit Court for the Northern District of Georgia.-This was a proceeding to set aside an alleged fraudulent conveyance of real estate to avoid the claims of creditors. The conveyance was by Johnson to his wife, and the defence was that she had paid for it and placed all the improvements she had paid for it and placed all the improvements upon it by her own earnings, gained with her husband's consent. The appeal urges that money earned by the wife when living with her husband cannot be vested in the wile for the benefit of her separate estate, free from the debts of her husband. Only when living apart from her husband can such be the case. The Court erred in sustaining the deence. Boyles & Arnold for appellants; appelless not appearing.

No. 110. Gacey vs. Irwin et al.—Error to the

No. 110. Gacey vs. Irwin et al.—Error to the Circuit Court for the Eastern District of Virginia.— This action was in ejectment, to recover land in Alexandria sold for taxes under the Direct Tax act of 1862. The claim was that prior to the sale a tender of the tax was made, and that it was declined by the commissioners because it was not made by the owner in person. The Court below held that this tender rendered the sale void, and the judgment was for the claimants. It is nere urged that no formal tender was made, and that urged that no formal tender was made, and that the commissioners, in a conversation with the agent of the claimants, merely Geelined to recog-nize any tender or payment except by the owner in person. In consequence of this declaration no tender was really made, and it does not appear that the agent was, in fact, prepared to make one. For this reason a reversal is asked. Mr. Wil-loughby for plaintiff in error; S. F. Beard for de-lendants.

No. 114. Batesville Institute et al. vs. Kaufman et al.—Appeal from the Circuit Court for the Eastern District of Arkansas.—In this case Woomack & Welch were adjudged creditors of the Institute and were entitled to a lien thereon for their debt. Being indebted to Hirsch & Alder, they made a deed of trust for the benefit of the latter firm. This firm assigned the deed and the notes of Woomack & Welch to Kaufman and others, and the question is whether the assignment by Hirsch & Alder vested in them title to the judgment on the mechanics' lien of Woomack & Welch, so that the mechanics' lien of Woomack & Welch, so that the mechanics' lien of Woomack & Welch, so that the Court below sustained the disputed title and overruled a demurrer making the point, and it is here contended that kaufman & Co. should have sued in the names of Hirsch & Alder, for their use and benefit, or should have made that firm defendants, so as to have completed the assignment and to have had themselves subrogated to their rights. A. H. Garland for appellants; W. Rose for respondents. debt. Being indebted to Rirsch & Alder, they

## BOARD OF ESTIMATE AND APPORTIONMENT.

The Board of Estimate and Apportionment met vesterday afternoon at four o'clock. There were present Mayor Havemeter, presiding; Comptroller Green, and Presidents Vance and Wheeler, of the Boards of Aldermen and Taxes.

Comptroller Green offered resolutions, which were adopted, to the following effect:-Authorizauthorizing the issue of \$300,000 of Croton main

authorizing the issue of \$300,000 of Croton main stock; appropriating \$10,000 to repair and clean the Police and Civil Courts.

The issue of the assessment bonds is to raise funds to complete street improvements in the upper party of the city.

The Comptroller stated that property benefited would be assessed while the work was going on. This would enable the Department of Public Works to employ more laborers and add to the funds of his bureau. The issue of Croton main stock is to make additional layings of pipes to more perfectly distribute a supply of water up town. This would also give employment to a large number of the unemployed.

#### WORK FOR ONE THOUSAND. Of the awards of contracts for public improve-

ments made by Commissioner Van Nort, under ordinances of the Common Council, at the public ettings in August and October last, and which were then transmitted to the Finance Department for approval of the sureties, there remains in the hands of the Comptroller awards for works amounting to \$709,600, which would give immediate employment to at least 1,000 workmen, if so approved by the Comptroller.

THE COUNTY TREASURY.

Comptroller Green reports the following payments into the city and county treasury yester-

Gay:—
From taxes of 1873 and interest.
From arrears of taxes, assessments and interest.
From collection of assessments and interest.
From water rents.
From fees and fines Firm District Court.
From lenses, Mayor's office.
From market rents and fees. Total .....

### A BOY CRUSHED BY RAIL CARS.

Yesterday afternoon Augustus Cremin, a lad 12 years of age, whose parents live at No. 213 East Fifty-first street, while crossing Third avenue, between Forty-second and Forty-third streets, was knocked down by car 40 of the Third avenue line and killed, the wheels passing over his body. The remains were taken home, and Coroner Herrman notified.

Third Day's Investigation Before Coroner Kessler-Examination of Contractors, Machinists and Engineers as to the Strength and Quality of the Boiler.

The investigation as to the cause of death of the victims of the Harlem botler explosion was coninued yesterday before Coroner Kessler and the jury at the Coroner's office. The inquiry com four. The evidence submitted was that of contrac tors and machinists as to the quality and strength or the boiler, upon the efficiency of which great strength was laid by all the witnesses.

WHAT CONTRACTOR DILLON SAYS. Sydney Dillon, of No. 5 West Thirty-seventh was the first witness called. He tes-Fourth avenue improvement, from the Harlem River to Forty-second street; the work was given by the Harlem Railroad Improvement Company; about three-fourths of the work was given out to sub-contractors; lived at Springfield, Mass., and was the principal contractor fo parts they had foremen; Mr. Hall had charge o the machinery; that part of the work from 124th Beemer; the contractors were compelled to do the work according to contract: witness and his partner did not furnish the sub-contractors with machinery or tools of any description; the company's engineers make a report of the work done mouthly and the progress made; the sub-contractors, as far as he could ascertain, were good, straightfor ward and reliable men; never heard from any person, directly or indirectly, that the boilers or en gines were unsafe; Mr. Buckhout is the principal engineer of the Harlem Railroad; could not tell whether they were reliable or not; thought that Covne & Beomer, the sub-contractors, stood in the same relation to them as they did to the Harlem

In answer to Coroner Kessler witness said they had no power over the sub-contractors, and they had no right to dictate to them whether they should employ steam power or use manual labor that was a matter left to their own discretion. The original specifications between the witness and Covne & Beemer were handed to the Coroner for inspection.

William Hall, of No. 223 East 125th street, testified that he was a machinist, and had charge of Dillon & Clyde's machinery, drilling tools and boilers: had never been sent to examine the engine used by the sub-contractors. Covne & Beemer.

John Belmore, of 110th street and First avenue, testified that he was a constructing engineer in the employ of the Hariem Gas Company; was the owner of the exploded boiler; bought it on the 6th of October last from A. S. Camerou; it had been used 41 days previously; it was then a perfectly new boiler; on the 29th day of June, 1873, the boiler was let to subcontractors on the same line of works, named Anderson & Hand; it was used by them until the 15th day of August, for pumping, under witness's control; thought from its general appearance that it was a very strong boiler; after working the 41 days it was sent back to A. S. Cameron; witness was to pay them \$2\$ per day for the use of it; on October 6 Mr. Beemer called upon him in reference to procuring him a boiler for hoisting purposes; witness, accompanied by Mr. Beemer, went to A. S. Cameron, and was told that it was about 10-horse power and would stand about 80 or 100 pounds pressure; witness thought it would be safe at 120 pounds and thought it was one of the strongest made boilers he had ever seen, and agreed to purchase it from the makers for \$250; at the same time he let it to Mr. Beemer for \$2 per day; witness's connection with the boiler then ceased; the boiler was delivered by Cameron & Co. to an expressman, who conveyed it to Coyne & Beemer: a man named James Ridley, a steam gas fitter, was employed to fit ti up; Mr. Ridley refused to run the boiler, and witness told Mr. Beemer and recommended him an engineer, named Johnson; subsequently Mr. Barnum was employed to run the boiler; had occasionally seen the boiler at work; never noticed anything wrong about the boiler and never made any repair to it; never moticed a crack or flaw in it of any kind; had seen a little leak between the plates just above the furnace door; had been told that the boiler did not make steam fast enough; thad seen 80 pounds pressure of steam in the boiler at one time; never had the boiler tested; it was nevicette and when the side of the tested; it was nevicette and when the sid John Belmore, of 110th street and First avenue testified that he was a constructing engineer in had seen 80 pounds pressure of steam in the boiler at one time; never had the boiler tested; it was at one time; never had the boiler tested; it was perfectly new when he first got it; the man who fitted it up was in my employ; he was not a licensed engineer; was told by the makers that it was competent to carry 82 pounds of steam; Ridley was employed by witness for some time to run ine boiler on Beemer's work; knew at the same time that he was not a licensed engineer, but believed him a competent man; witness was not a licensed engineer; the fittings of the boiler were steam fittings, and not gas Attings; never reported to the Board of Police that he was the owner of the boiler; litid, lay said he would not run the boiler if it was to be tended by the boy; believed the boiler was quite large enough to do the work it was required to do; was employed by the Harlem Gaslight Company as constructing engineer; the tubes of the boiler were was employed by the Harlem Gaslight Company as constructing engineer; the tubes of the boiler were about one and one-half inches in width and two feet in length; when witness passed by the boiler on the day before the explosion the engineer was not there; all the engineers of the gas company were under witness' charge, and they were all compelled to show certificates; witness, as surervising engineer, did not need a license; witness examined the boiler before buying it, and understood that it had been tested.

The jury here took a recess, of 15 minutes,

After Recess.

After Recess.

After Recess.

Mr. Kinney, clerk of Messrs. Cameron, the machinists, was called, and certified as to the hiring of the boiler by Mr. Balmore and its subsequent safe; he believed the boiler to be a good one; it was not tested to his knowledge.

Mr. Cameron, of the firm of Cameron & Co., Machinists, said that he bought this exploded boiler, with other boilers. from the New York Steam Engine Works about twelve or eighteen months ago; he bought them as new machinery; he purchased the lease of these works in 1868, when he moved in; his firm did not make boilers; he sold this boiler for \$250 to Mr. Balmore he hired it to him first at \$2 a day; the boiler was a very good one; it had been under cover, with others, since it was made, with the exception of a few months, when it was exposed to the weather; it was a perfectly safe boiler; Mr. Balmore said to him soon after he had hired it and worked it that it worked admirably; the boiler was not tested before it went out of his place; he would be willing to stand en that boiler at 120 pounds of steam; he thought it was obligatory on the owner to nave the boiler tested; three holes were drilled by his firm for steam cocks; he did not furnish the cocks; Balmore did not ask him, so far as he can recollect, whether the boiler was tested or not; if he had done so he would have told him; had never told nim that it was not tested; had told him that it would bear 100 pounds of steam; had not examined the boiler since the explosion; his theory of the explosion was that it had generated gas; he did not think it would have exploded at 180 pounds if there had been sufficient water there.

TRISTIMONY OF RIDLEY, THE ENGINERS.

James D. Ridley, the engineer who fixed the engine and boiler for Coyne & Beemer, the contractors, said that he resided at No. 343 East Twenty-nith street. He explained that he was employed by the Harlem Gaslight Company, and that under the instructions of Mr. Baimore and with the consent of the President of the company he had fixed the boiler and he kidley do th

#### POLICE MATTERS. Transfers of Detectives and Promotions

of Patrolmen. For some time past the Commissioners of Police

have been studying the qualities of the men attached to the detective squad and estimating the fitness of each one for the duties of the office. The result of their labors was made known yesterday after the morning meeting, and the following officers were transferred to precincis for patrol duty:—John McCord to Sixteenth, Thomas J. Kelso to Ninth, James Lemington to Sixth, John J. Tully to Fourteenth, George Radford to Twenty-third, John F. Dickson to Twenty-third, W. B. Moore to Fourteenth, Joseph Eustace to Nineteenth.

To illi the places made vacant by the transfer of these officers the following patroimen have been promoted to the detective office:—Patrick Leahy, from the Eighteenth; Joseph H. Woolsey, from the Twenty-fifth; Zabriske H. Mullin, from the Twenty-ninth; Jacob Van Gerechten, from the Twenty-lighth; Richard King, from the Tenth; Richard Field, from the Fifth; John J. Dunn, from the Seventeenth. result of their labors was made known yesterday

other transfers are to be made to-day, but the names of the men destined for removal bave not been made public. The Commissioners say it is their intention to make the detective squad a thoroughly competent and efficient brauch of the Police Department.

Challenge from Ireland to America.

A Team of the Members of the Irish Rifle Association Will Cross the Ocean and Meet an Equal Number of Representative American Shots.

It is no doubt well established that wherever important tests of skill are made with firearms, whether of the shotgun or of the rifle, the thousands in this country who love the amuse-ment and glory in the reputation of being considered superior marksmen, evince the greatest interest in such trials. It matters but little to the intelligent portion of this class of Americans whether these contests take place across the ocean or within the limit of the United States, it is all the same: they watch with eagerness the result of the competition, and accord the victors that praise which is due to successful efforts. There are so many excellent marksmen in the United States with the rifle, who fully know the great advantages due to its skilful use, and the benefits to be derived from the healthful and manly exercise of rife shooting, that they are friendly accord with the same of men all the world over, and hence interest themselves in any achievement they may be accredited with. Thus year after year the rifle shooters of this country have watched with a marked degree of eagerness, the annual trials of skill at Wimbleton, where the famous long-range shooting for the challenge shield given by Lord Elcho in 1862 brings together many of the best shots of Great Britain, armed with the most highly finished and delicately fitted match rifles. And when the result is received by the American rifle shooters the progress of the competition is eagerly discussed, while the scores made are narrowly scanned, for it is well known that since the trophy was first shot for it has been in the possession of English teams eight times, Scotch teams three times and a team from ireland once that being at present, and won by them in July last after competing nine times against the pick of the best small-bore shots of Great Britain. The reception of the "Irish Eight" when they re-

turned to Dublin, and the subsequent interesting ceremony of Ireland taking possession of the shield, which was done with great pomp and pageantry, need not be repeated here, as it will be remembered by many. It was a great day for Old Ireland, and the friends of the victorious Eight claimed, with commendable pride, that had the Irish competitors enjoyed the same advantages as the English and Scotch during the twelve years the trophy has been shot for their success would be nothing to boast of; "but when it is remembered that the English and Scotch teams are recruited from thousands of volunteers, and the Irish from 27 gentlemen in two clubs—one in Belfast and one in Bubbin—the chances of the competitors are shown to be manifestly unequal. But the Irishmen who organized our Eight year after year and won second place four times were not content with this balked victory. In the face of great odds and constant changing in the personnel of the team, they struggled until perseverance and industry and devotion were rewarded by a triumph as well deserved as it was unequivocal." And, winding up the well-wishes and praises bestowed upon the victors, the same as ticle from which the above extract is taken says:—"On all sides there is ground for congratulation, for new courage and new strivings after skill."

And here is the point. The picked members of claimed, with commendable pride, that had the

iation, for new courage and new strivings after skull."

And here is the point. The picked members of the Irish kine Association, having vanquished their old opponents of England and Scotiand, are looking for other foemen worthy their meeting, and thus are casting their eyes to these shores to find such. In a word, the founder of the above association, Mr. A. Biennerhassett Leech, of Dublin, has forwarded to the Herald a challenge to the ridemen of America from the ridemen of Ireland, represented by the association in question, and from which he will select a team, which he will match avainst an equal number of American ride shots, to shoot in the United States, in the autumn of 1874. In a letter accompanying the challenge Mr. Leech writes:—

It is likely to bring to a successful Issue an interna-tional ritle match which I beg to propose between Ire-land and America.

At the great ritle meeting held annually at Wimbleton, a team of eight Irishmen shooting with Irish made rifles this year best the picked eights of England and Scot-land.

land.

As the great American nation has long enjoyed a world wide reputation for skill in rifle shooting, it occurs to lae that the enclosed challenge from Irish riflemen, now the champions of Great British, would be accepted, and if so a team would be organized to visit the United States in the autumn of 1874.

Here is a chance for the famous shots in the field of sport in this country, and from the perusal of the challenge herewith it will be found that there are no nampering conditions imposed, the only re-strictions being those that would be expected in the event of such a match.

is as follows:-

CHALLENGE TO THE RIPLEMEN OF AMERICA FROM THE RIPLEMEN OF INSUAND, REPRESENSED BY THE MEMBERS OF THE RISH RIPLE ASSOCIATION. Mr. A. Blennerhassett Leech, founder in 1867 of the

conditions:—
Turgets, Sering, &c.—Same as adopted by the National Rifle Association of Great Britain at Wimbleton, 1873 (when the Irish eight won the international match for the Eicho Shield, bearing England and Scotland.)

Ranges.—80., 90., 1,0.0 and 1,100 yards.

Rifles.—Any not exceeding 10 pounds weight, but without telescope sights or hair-triggers.

Position.—Any, but no artificial rest permitted either for the rifle or person of the shooter.

The American team to be composed exclusively of riflemen born in the United States, and to shoot with rifles of American manufacture.

merican manufacture. The Irish team will shoot with rifles by Rigby, of Dub-The Irish team will shoot with rines by Rigby, of Dublin. As this challenge is given to decide the title to the rifle
championship of the world, Mr. Leech will require a sufficient stake to be put down, not for the sake of a trifling
pecuniary gain. but as a guarantee that the Irish team
will meet the representative shots of America.
Mr. Leech desires to draw the attention of the American people to the fact that the laws of Great Britain torbut the formation in Irieland of rifle corps similar to those
which exist in great numbers in England and scotland,
and that any skill acquire: by Ir shmen in rifle shooting
is the result of individual exertion under dimenlities arising from discouraging legislation.

Dublin, Oct. 31, 1573.

The guestion of accenting this challenge will

DUBLIN, Oct. 31, 1873.

ARTHUR B. LEECH.

The question of accepting this challenge will
doubtless be immediately considered by the leading rifle shots in the country. It brought about it
will create intense interest and do much to aid
the efforts of the National Rifle Association and
make Creedmoor more popular, perhaps, than it
has been. Could not the officers of the association
find a team of rifle shots in the United States that
would prove the victors in such a match? It is
well worth the trial.

#### TROTTING MATTERS IN THE NORTHWEST. SEASON OF 1873.

CHICAGO, Nov. 13, 1873. The season of turf and trotting sports for 1873 has, with the advent of snow and frost, come to an end. The white carpet has been spread earlier than usual, and the congealed earth of the tracks gives back a metallic clang from the pressure of the shoe in place of the clastic reverberation when in order for speeding.

In attempting to briefly recapitulate the doings

of the past summer in prairie regions I am at a loss where to begin or what to say. As a general thing the sport has been unsatisfactory, and, therefore, the task becomes harder than if stir-ring races and pleasant assemblies were the theme. Michigan and Indiana gave promise of a rare year, but the early hopes were biasted, and, with few exceptions, the subsequent races, trots and fairs were "stale, flat and unprofitable." The July meeting in Chicago, "the metropolis of the Northwest," which it should be in sports and rece reations as well as in grain, pork and lumber, was gotten up with fervent anticipations of a giorious result. From the earliest inception the citizens took hold of it with a vim, an energy, a determination which augured well. There was literally no opposition, merchants, members of the 'Board," manufacturers, lawyers and mechanics freely giving their aid and countenance without solicitation. Editors and journalists joined in the good feeling, braced their shoulders to the wheel, boosted" it on high and dry ground, so high that the grade thenceforth was descending and nothing on the track to jar or jolt the well-ciled machine. The membership tickets, although double in price those of any previous year, were sold at once, as the hundred sheds, which were a part of the privileges, had been quadrupled, purchasers would not have been wanting. The well balanced car rolled on, the entries exceeding the hopes of the man-agers, and putting them to their utmost endeavors to find stabling for the horses which came from all sections to take part in the games. The 20 purses had 172 entries, many of the names celebrated in racing and trotting annals, members of the front rank of equine aristocracy, victors of hard fourth

neids, striven for by the sparkling waters of the San Antonio, battled tach by inch in the shettered valleys of Westchester. The lat of July came, and the inauguration was

accompanied by vivid lightning and the bursting of water apouts. The track was a canal one moment-in half an hour horses were trotting over it faster than they had ever sped before.

people were not to be debarred from the anticipated pleasure; they came, unterrified by the bilinding boits, heedless of the deluge.

On went the sports, and the second day was a repetition of the first. Water poured so rapidly into the weighing room of the judges' stand that holes had to be chopped through the floor to give outlet to the superabundant fluid. From the race-course on one side, from the trotting track on the other, the torrents rushed, and yet there was no cessation of the sport. Although the high-lineaged thoroughbreds had to splash through the mud which covered the ground they had to contest, there was firm footing below, and there was a rebound to the springs soil, but the trotting track was impervious to moisture. Covered with a material imported from the banks of the liminois, it scarcely soiled the bright-colored wheels, hardly flecked the coats of the siken-haired steeds. Pleased with the determination to amuse them, the people failed not to come, although the third and fourth days were of this same character.

I heard a prominent official of the Buffalo Park remark "that it was wonderfal; here was a troiting track which rain, or deluge, in fact, could not injure; here were people so entusiastic that the worst weather imaginable could not for the troit we would not have continuing the weather imaginable could not for a waterproof around their fleery and came cheering the superior of the remarks of the winners coming like a sweet strain after the reverberations of the single gloom, their applains of the winners coming like a sweet strain after the reverberations of the hunder.

To offset all this good feeling, to render nugatory the labor of months, there came a deatablow, what the elements could not effect a few rascally drivers accomplished. The park managers, caught in their tolis, alided in the demolition. Owners directed that their horses should not better "heir record," and by some skillal sorcery, some potent magic, threw a glamour over the men who had the affairs in charge so that t

hastily written sketch of the sporting events of 1873 in the Northwest it is pleasant to chronicle those which were not prostrated with the incubus of knavery.

At Aurora the Fair of Northern Illinois was a great success, and the grounds of the association were thronged with delighted spectators. Especially were they pleased with a race between Bodino, Red Cloud, Brother Jonathan and Lady Mac. The half-mile track was deep with dust, and the two first named fought every inch, as though life and fame depended upon their exertions. The son of Volunteer defeated his struggling rival, both striving so violently for the garland of victory that it redeemed baser contests from the obloquy they rested under, and enemies to the sport conceded there was something very exhilarating in a true effort for supremacy, and were ready to acknowledge, were the cancers excised, there was no wholesomer, better amusement.

At Earlyllie the meeting was likewise successful. Those having control of the park at that place had taken special pains that there should not be even the semblance of a frand which they could be associated with or a mean act laid to their charge. Hence their reputation insures them support, and those very men who are ready to join in cumingly devised schemes at places where their depredations will be overlooked are found to behave themselves in better company.

At Gaiesburg the patrons of sport fought a hard battle, and came out victorious. The track, the buildings, everything to be accomplished after the meeting at Chicago, with the papers of that city reconting the drawbacks attendant on racing, as shown by the late Rasco—the opposition made every effort to stop the work entirely. Fruitless was the endeavor. The sound of the axe, the hammer, the saw, resounded from early morning till the stars were shining; the plough, the harrow, the grading machine, the brush and the scraper working in unison, so that when the autumn leaves had the very particular.

Pekin, Peoria, Joliet, Beloit, did moderately well, while on

every particular.

Pekin, Peoria, Joliet, Beloit, did moderately well, while on the Occidental side of the "Father of Waters." Davenport, Dubuque and Des Moines, delighted their natrons with exhibitions which pleased the aesthetic tastes of the multitude attending, without ranking remembrances of fraud to embitter the enjoyment.

By the turbid Missouri, the alluvial soil re-echoed with the cadence of the measured rootfall of the blood norse, the tramp of the trotter the refrain of the harmony. At Council Bluts, Omaha, St. Joe, Topeka and Kansas City, exciting were the races, and hot the strife.

#### AN UNBURIED CORPSE IN A CHURCHYARD. About one o'clock yesterday morning the re-

mains of a female child were found inside the railings of St. Paul's churchyard (south side) and taken to the Third precinct station house, in Cham-bers street. The body was taken to the Morgu-and Coroner Herrman notified to hold an inquest. EUROPE.

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Fashionable Perfunery for the Hair.
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WANTED TO PURCHASE. MAGIC LANTERN WANTED-WITH VIEWS, AD. dress, stating price and particulars, box 2009 New York Post office.

WANTED-AN IRON KETTLE, WITH STEAM jacket, of about 400 gallons capacity: also a lot of wooden Tanks, of about 1,000 gallons capacity. Address A., box 201 Herald office.

WATCHES, JEWELRY, &C. WANTED-TWO PURE WHITE THREE CARAT Diamonds to match for earrings; chean for cash; price. Address YOUNG & McCULLY, 1,000 Chesinus street, Philadelphia.

Al. -STANDARD AMERICAN BEVEL TABLES AND for sale only by the patentee. H. W. COLLENDER, successor to Phelan & Collender, 738 Broadway, New York.

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A TH. ROSENTHAL'S, 233 THIRD AVENUE, NEAR A Ninoteenth street, ladies and gentlement will obtain full value of cast-off clothing, Carpets, &c., by calling or addressing. Laules attended to by Mrs. Bosenthal.